



## CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement Between the Lodi Events, Inc. and City of Lodi for use of Lodi Lake Park on Memorial Day Weekend and July 4, 1995

MEETING DATE: March 15, 1995

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the enclosed agreement between the City of Lodi and Lodi Events, Inc. for use of Lodi Lake Park on May 27 and July 4, 1995 for the "Arts and Rec at the Lake" and the "Oooh, Aaah" events.

BACKGROUND INFORMATION: Last year was the first time an agreement between the City and Lodi Events, Inc. (a non-profit citizen committee) was formed to provide quality local events. Between the two events the committee basically breaks even. Most importantly, they provide two quality events in a safe and controlled environment and brought the family back to the Lake. This was the primary goal of the committee. There was some controversy about closing the Lake (fencing), charging a fee and restricting alcohol in coolers on the premises. The Committee took a stand that provided what we all want - safe, fun, and inexpensive events.

The Committee addressed some concerns: reduced fees for children and senior citizens, food baskets and beverages allowed in the park, no alcohol, ice chests will be checked when entering the park.

The committee is excited and want to move ahead another year and asks for your support for their two events and approval for use of Lodi Lake Park.

FUNDING: The City will assist with some set up, general cleanup/maintenance during and after the event, provide park rangers and police coverage for public safety and control, and contribute \$8,000 to the fireworks program on July 4.

Ron Williamson  
Parks and Recreation Director

RW/jo  
Prepared by Ron Williamson, Parks and Recreation Director

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APPROVED: \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



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**AGREEMENT**  
**USE OF LODI LAKE PARK BY LODI EVENTS, INC.**  
**FOR MEMORIAL DAY WEEKEND AND THE FOURTH OF JULY 1995**

**PARTIES:**

This agreement is made by and between the City of Lodi, a municipal corporation ("City") and Lodi Events, Inc. ("Corporation").

**RECITALS:**

The City is the owner of Lodi Lake Park which is located on Turner Road in the City of Lodi. Corporation, for the purpose of coordinating and encouraging certain local events, is desirous of obtaining exclusive use of Lodi Lake Park on May 27, 1995 to stage the "Arts & Rec at the Lake" festival and on July 4, 1995 to stage the "Ooh Aah Festival" and fireworks display. Now, therefore, FOR VALUE RECEIVED, the parties hereto agree to abide by the terms of this writing.

**TERMS AND CONDITIONS:**

1. Premises: City grants to Corporation the exclusive right to use Lodi Lake Park for the purpose of putting on certain special events on May 27, 1995 and July 4, 1995.
2. Consideration: In consideration for the use of said premises Corporation shall do the following:
  - A. Corporation will provide staffing, personnel, supplies and material necessary to put on the events to take place May 27, 1995 and July 4, 1995. Corporation shall have the right to charge reasonable admission fees to such park for the purposes of raising funds to defer the costs of putting on such events and

for the benefit of various community non-profit organizations. Corporation shall determine appropriate admission charges subject to City approval.

B. Corporation shall furnish an accounting of all tickets sold and gross gate and other receipts received. This accounting shall be presented to the Parks and Recreation Department no later than the Friday immediately following each event described in this agreement.

C. For the purpose of putting on the Fourth of July fireworks display, City shall contribute \$8,000.00 to be applied to the purchase of the pyrotechnic fireworks display. Any additional costs which are required for the provision of such pyrotechnic fireworks display shall be borne by Corporation, but in no event shall the \$8,000.00 provided by City be used for any purpose other than the direct contracting for the provision of such pyrotechnic fireworks display.

3. Cleanliness upon surrender: It is understood that Corporation will return Lodi Lake Park in as good and clean condition as when received. Corporation shall remain liable for all further and additional costs of cleanup should said premises not be surrendered in a good and generally clean condition. It is further understood that Corporation will arrange for pickup and delivery of all dumpsters or trash containers necessary for the events and for emptying the City trash receptacles located on the premises after the events.

4. Concessions: It is understood that Corporation shall have the rights to all food concessions and to the dispensing and selling of beer and/or wine. [ No hard liquor may be dispensed or sold ]. It shall be the responsibility of corporation to secure, in writing, all applicable State Alcohol Beverage Control (ABC) licenses and other clearances necessary. Corporation shall furnish proof of such compliance to City not later than twenty-four (24) hours prior to the holding of such events.

5. Security: It is agreed that Corporation shall provide appropriate security personnel and shall be responsible for all costs of fencing Lodi Lake Park which is hereby required. City shall provide additional police security as deemed appropriate by City in its exclusive discretion.

6. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. Corporation shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by Corporation, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. Corporation is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities (4\93 (KE)", attached hereto as Exhibit A and incorporated herein by reference.

7. Compliance With Local Ordinances: Corporation agrees to meet any and all traffic and security requirements as found in local codes or ordinances and to obtain all necessary permits, clearances and approvals from the City Police Chief, City Fire Marshall and any other applicable City, County or State officials prior to conducting any events or other activities on the premises.

8. Sanitation: Corporation agrees to provide all necessary sanitation facilities including port-a-pots at its sole and exclusive expense. All risk of loss or damage to any such facilities during the events shall lie or rest with Corporation.

9. Profits: All profits received from admissions charged to such events and/or the sale of food, beverages or merchandise shall be allocated as follows:

After all legitimate expenses for such events are paid, Corporation by way of its Board of Directors shall, in its sole discretion, distribute profits on the following basis:

- A. Local non-profit organizations or groups which have provided volunteers to staff the events described herein shall receive a share of the profits, to be determined by the number of volunteers each organization provided and the total hours worked;
- B. Although the Board of Directors shall have sole and exclusive discretion to determine the hourly \per capita rate, all non-profit organizations furnishing volunteers shall receive an equal rate;
- C. After distribution of such profits to local non-profit organizations furnishing volunteers, any remaining profits shall go into the Lodi Lake revenue fund.

10. Responsibility for Debts: Corporation shall be solely responsible for all costs associated with the events, and shall in no way pledge the credit of City for any goods, services or supplies used for the events described herein. Corporation shall not encumber nor hypothecate any City property as security for debts and shall defend and indemnify City for any and all claims by any supplier of goods, services or supplies for such events, or assignees thereunder.

11. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation:

LODI EVENTS, INC.

by: \_\_\_\_\_

Thomas A. Peterson  
City Manager

by: \_\_\_\_\_

Don Schock  
Boardmember

Attest:

Approved as to form:

\_\_\_\_\_  
Jennifer M. Perrin  
City Clerk

by: Jacqueline L. Taylor  
Deputy City Clerk

\_\_\_\_\_  
Bob W. McNatt  
City Attorney